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EXHIBIT 1-M

Legal Observation Support Services

Contract Work Authorization (CWA) - PG&E Law Dept.


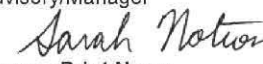
MATTER NO.	1907637 (PG&E Law Department)
TOTAL PAGE COUNT:	Page 1 of 2
CONSULTANT or CONTRACTOR LEGAL NAME:	PricewaterhouseCoopers, LLP 3 Embarcadero Center San Francisco, CA 94111-4004
ADDRESS:	
CONSULTANT REPRESENTATIVE NAME:	Kristin Cheek
PG&E CONTRACT ADMINISTRATOR:	Law Department Budget Group and Elizabeth A. Collier
PHONE:	(415) 973-4620
PROJECT TITLE:	CDS E-Discovery Observation Support Services (PWC Only) - Camp Fire
PG&E WORK SUPERVISOR:	Elizabeth A. Collier
PHONE:	(415) 973-4620
DATE PREPARED:	July 1, 2019
PREPARED BY:	PG&E Law Department
REQUIRED START DATE:	June 24, 2019 Contractor shall commence performance hereof when authorized to do so by PG&E.
REQUIRED COMPLETION DATE:	September 30, 2019
CWA PRICING:	TOTAL: \$430,000
<input checked="" type="checkbox"/> NOT TO EXCEED	
<input type="checkbox"/> FIRM FIXED PRICE	
<input type="checkbox"/>	
Send Invoice to	Submit Invoice Electronically via the Collaborati e-billing system. Please see the attached Exhibit B for billing codes. Collaborati Support for technical system and system usage: <ul style="list-style-type: none"> Email: support@mitratech.com Phone: 1-888-784-7224 or 512-382-7322 option 3 (7AM-7PM Central, Monday-Friday) PG&E's Billing Coordinator for billing process, inquires and requests: <ul style="list-style-type: none"> Email: GenlCnslLawPaymentProcessingGroup@pge.com Phone: 1-415-972-5673
DESCRIPTION OF WORK SUMMARY:	All related work and information associated with the project is detailed in Exhibit 1, Statement of Work.

ALL WORK PERFORMED UNDER THIS CONTRACT IS AT THE DIRECTION OF THE PG&E LAW DEPARTMENT. ACCORDINGLY, ALL COMMUNICATIONS REGARDING THIS WORK ARE INTENDED TO BE PRIVILEGED AND CONFIDENTIAL. ALL RESULTS PERTAINING TO WORK PERFORMED UNDER THIS CONTRACT SHALL BE SUBMITTED TO THE PG&E LAW DEPARTMENT.

YOUR WORK UNDER THIS AGREEMENT IS SUBJECT TO THE APPLICABLE PROCEDURES AND/OR PROCESSES APPROVED BY THE BANKRUPTCY COURT IN PG&E'S BANKRUPTCY PROCEEDING (BANKRUPTCY CASE NO. 19-30088 (DM)) IN THE UNITED STATES BANKRUPTCY COURT, NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION FOR THE RETENTION OF COUNSEL [OUTSIDE PROFESSIONALS] AND THOSE PROCEDURES AND PROCESSES ARE EXPRESSLY INCORPORATED HEREIN, AS THEY MAY BE CHANGED FROM TIME TO TIME BY THE BANKRUPTCY COURT.

DESCRIPTION OF WORK:

See Exhibit A – SCOPE OF WORK. The terms of Master Services Agreement 4400011341 between PG&E and Pricewaterhouse Coopers LLP are incorporated herein by reference.

Authorized by: For PG&E		Accepted by: For Consultant or Contractor	
Signature	Date	Signature	Date
	7/2/19		7/2/2019
Elizabeth A. Collier Managing Counsel for Litigation  Type or Print Name		Kristin Cheek Advisory/Manager  Type or Print Name	Sarah Notton Principal

NOTE: ALL WORK PERFORMED UNDER THIS CONTRACT IS AT THE DIRECTION OF THE PG&E LAW DEPARTMENT. ACCORDINGLY, ALL COMMUNICATIONS REGARDING THIS WORK ARE INTENDED TO BE PRIVILEGED AND CONFIDENTIAL. ALL RESULTS PERTAINING TO WORK PERFORMED UNDER THIS CONTRACT SHALL BE SUBMITTED TO THE PG&E LAW DEPARTMENT.

Notwithstanding any other payment terms in Master Services Agreement 4400011341 between PG&E and Pricewaterhouse Coopers, LLP, all invoices for work performed hereunder shall be submitted directly to the PG&E Law Department for payment.

Contractor shall ensure that it has complied with all applicable requirements for an alternate work schedule in accordance with California Labor Codes. Please refer to California Department of Labor Relations located at www.dir.ca.gov

The governing Master Services Agreement (“MSA”) for this work is the Master Services Agreement #4400011341 executed on January 17, 2017 and supersedes all other oral and written representation, understandings, or agreements relating to the subject matter hereof.

Legal Vendor Discovery Support Services

Consultant has been requested to conduct the following:

- These activities will be performed in conjunction with and under the guidance and direction of Law.

- **Phase I - Baseline Observations of eDiscovery Third Party Vendors**

- o PwC will perform a baseline observation on Third Party Vendors' eDiscovery process [REDACTED]
- [REDACTED]
- [REDACTED] [REDACTED] [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

- PwC's baseline effort work will be based upon information conveyed by the Third Party Vendors via interviews, work processes observed, and documentation provided for analysis against contractual requirements, PG&E's requirements, and PwC's knowledge regarding industry leading practices; PwC will not conduct independent testing or reperformance of work tasks to verify information conveyed.
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- It is Law's responsibility to decide and communicate any enhancements and/or process changes to Third Party Vendors of which Law requests Third Party Vendors to address.
- The Baseline Observations of eDiscovery Third Party Vendors phase as described within this CWA is expected to be performed over 3 to 4 weeks, including 1 week of debrief and feedback from Law. In the event the expected timeline is longer than 4 weeks, Consultant shall inform Law of updated timelines and rationale for adjustments.
- Adjustments to the scope, timeline and/or weekly workload of the PwC staff may require a Change Order to this CWA.

Consultant must receive written approval from PG&E in order to begin Phase II of this CWA.

● **Phase II - Project Management Supplemental Capacity Support**

- PwC, in conjunction with and under the guidance and direction of Law, will assist Law [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
■ [REDACTED]
[REDACTED]
■ [REDACTED]
[REDACTED]
■ [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- Law will ensure that Third Party Vendors will provide PwC with timely and applicable information in order for PwC to provide Law with status updates on progress [REDACTED]

In addition to the identified work activities for the above project, PG&E may at times request additional support from Consultant specifically related to the supplemental capacity project management support. PG&E and PwC will discuss and agree upon the scope of any such additional activities, to be set forth in a Change Order to this CWA.

PwC is not providing legal advice or legal opinions in this engagement. PG&E will obtain such advice or opinions from its attorneys.

III. Deliverables

In the event Law requests Consultant to prepare deliverables for PG&E's sole use, Consultant shall prepare deliverables in conjunction with PG&E and such will be intended to be treated solely as PG&E's own property as set forth in the CWA. PG&E will review such deliverables, revise them as deemed appropriate, and approve them prior to PG&E's use.

Expected deliverables for this CWA include:

- [REDACTED]
- PwC's understanding of Law's prioritization for Third Party Vendors [REDACTED]
- Project management status updates of Third Party Vendors' progress [REDACTED]
- Status tracking and reporting of progress by Third Party Vendors for normal course of business [REDACTED]

IV. Anticipated Timeframe

The period of performance for this work is June 24, 2019 through September 30, 2019. Actual weekly staff loading may change to meet client demands.

V. Overall Key Assumptions

The scope of services and deliverables as defined in **Section II** and **Section III** of this CWA will be performed at the direction of Law.

- To be successful, this project must be conducted with Law and Third Party Vendors' active participation.
- PwC understands that Law will be responsible for:
 - Appointing a PG&E Executive Sponsor.
 - Providing dedicated PG&E internal resource to coordinate and lead specific activities, provide guidance and direction to Consultant with relation to the scope of services as described within **Section II** of this CWA.
 - Setting meeting cadence for PwC, Law and any other key stakeholders from PG&E or Third Party Vendors that Law deems necessary to include in order to discuss status of scope of services and/or deliverables as defined in **Section II** and **Section III** of this CWA.
 - [REDACTED]
 - [REDACTED]
 - Facilitating Third Party Vendors' execution of PwC's standard third party release prior to PwC beginning work under this CWA.
- PwC understands that Third Party Vendors will be responsible for providing:
 - Dedicated Third Party Vendors' resources to provide PwC with applicable information as defined within **Section II**, including:
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - Third Party Vendors' will provide PwC with timely applicable information in order for PwC to deliver on the scope of services and deliverables as defined within **Section II** and **Section III** of this CWA.
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- PwC and PG&E also agree to the following:
 - PwC will be required to be located on-site at [REDACTED] location [REDACTED]
 - PwC will not prepare any deliverables or work product for or on behalf of Third Party Vendors;
 - PwC will not provide [REDACTED] over the processes performed by Third Party Vendors [REDACTED]
 - [REDACTED]
 - PwC will not be responsible for Third Party Vendors' performance or progress as it relates to Wildfire Discovery Services when meeting Law's requested deadlines and goals; and
 - PwC will be acting in a project management capacity solely for PG&E under the direction and guidance of Law only and will not be responsible for the outcome of Third Party Vendors' performance of its services performed for PG&E [REDACTED]
 - [REDACTED]
 - [REDACTED]

Any additional requests for assistance beyond the scope of services described herein at **Section II** will be discussed and confirmed with Law, and is not included in the cost and time estimates set forth in this CWA.

VI. Team/Resource Description

[REDACTED]

The key Consultant team members and roles are described below:

- [REDACTED] shall provide project oversight and guidance, help ensure that the right Consultant resources are available, and provide strategic advice and recommendations to PG&E.
- Consultant shall provide additional team members at the Associate through Director level to perform the Services and Deliverables in accordance with the specifications set forth in this CWA.

VII. Professional Fees and Expenses

- Professional Fees are on a fixed fee basis [REDACTED].
- Expenses have not been included in the fixed fee basis and shall be billed as incurred in accordance with the MSA.

Consultant will notify Law in advance if staff loading required will exceed budgeted resource levels, which may require a change order to this CWA.

VIII. Other Items

- The parties hereby agree that PwC may subcontract the Services to its wholly-owned subsidiary, PricewaterhouseCoopers Advisory Services LLC.
- PwC's Materials and PwC's fees and fee structure is PwC's Confidential Information.
- PG&E shall indemnify and hold PwC harmless from and against any and all third party claims, losses, liabilities and damages arising from or relating to the Services or Deliverables under this CWA, except to the extent finally determined to have resulted from PwC's gross negligence or intentional misconduct relating to such Services and/or Deliverables.
- If PwC is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's Deliverables, working papers or personnel for testimony or interview with respect to services PwC performed for PG&E, PG&E will reimburse PwC for PwC's and its counsels' expenses and professional time incurred in responding to such a request.
- Contractor understands that PG&E seeks to have the attorney work product doctrine, attorney-client or other privilege apply to some or all of the Services and Deliverables. PG&E and its Law Department are solely responsible for managing the establishment and maintenance of any such privilege or protection.
- Contractor makes no representation as to whether the attorney work product doctrine or the attorney-client privilege will apply, as the applicability of the doctrine and privilege are legal questions. However, Contractor agrees to assist PG&E and its Law Department in preserving the confidentiality of the information received or provided in connection with the Services contemplated herein in a manner consistent with preserving an attorney-client privilege.

EXHIBIT B

Electronic Billing System. PG&E utilizes an electronic billing system. You agree to abide by the terms of use for such system. PG&E will only accept your invoices in electronic format, any mailed invoice will be returned unpaid.

One Matter Per Statement. Unless otherwise directed by PG&E, you must bill separately for each case or matter assigned to you. Statements must be sent electronically on a monthly basis. Statements must be sent within thirty (30) days after the close of the month in which the services were rendered. Invoices will be paid within thirty (30) days of receipt.

Invoice Requirements. In order to process your statements, PG&E requires that every monthly statement transmitted via Collaborati adhere to standard LEDES invoice requirements, including:

- The case or matter name and PG&E's matter number;
- The calendar month covered by the statement (each month of service must be separately submitted);
- Name and job title (e.g., paralegal) of each timekeeper on each date work is done;
- Time must be billed in increments required by Collaborati, for each date work is done;
- Written description of work done on each date together with the corresponding ABA/ACCA task-based billing codes sometimes known as the UTBMS (Uniform Task Based Management System) codes;
- Hourly rates for each timekeeper;
- Disbursements; and
- Total amount billed.

PG&E Billing & Expense Codes

Please utilize the following Codes for all invoicing.

Bankruptcy Code Set:

B110 Case Administration
B120 Asset Analysis and Recovery
B130 Asset Disposition
B140 Relief from Stay/Adequate Protection
B150 Meetings of and Communications with Creditors
B160 Fee/Employment Applications
B170 Fee/Employment Objections
B180 Avoidance Action Analysis
B185 Assumption/Rejection of Leases and Contracts
B190 Other Contested Matters
B195 Non-Working Travel
B210 Business Operations
B220 Employee Benefits/Pensions
B230 Financing/Cash Collections
B240 Tax Issues
B250 Real Estate
B260 Board of Directors Matters
B310 Claims Administration and Objections
B320 Plan and Disclosure Statement
B410 General Bankruptcy Advice/Opinions
B420 Restructurings

Counseling Code Set:

C100 Fact Gathering
C200 Researching Law
C310 Client Counsel - Agreements
C311 Client Counsel - Company Policy
C312 Client Counsel - Stat/Reg/Judicial
C320 Infringement/Validity/Survey Studies
C330 Tort Reform/Lobbying/Govt Affairs

C340 Situation Management
C341 Business Disputes
C350 Contract/Form Development
C360 Legal Awareness Training
C361 Policy/Program Development

Project Code Set:

P100 Project Administration
P210 Corporate Review
P220 Tax
P230 Environmental
P240 Real and Personal Property
P250 Employee/Labor
P260 Intellectual Property
P270 Regulatory Reviews
P280 Other
P300 Structure/Strategy/Analysis
P400 Initial Document Preparation/Filing
P500 Negotiation/Revision/Responses
P600 Completion/Closing
P700 Post-Completion/Post-Closing
P800 Maintenance and Renewal

Litigation Code Set:

L110 Fact Investigation/Development
L120 Analysis/Strategy
L130 Experts/Consultants
L143 Discovery – Identification and Preservation
L160 Settlement/Non-Binding ADR
L200 Pre-Trial Pleadings and Motions

- Pleadings
- Preliminary Injunctions/Provisional Remedies
- Court Mandated Conferences
- Dispositive Motions other than those listed below
- Other Written Motions and Submissions
- Class Action Certification and Notice

L241 Motion to Dismiss: Preemption

L242 Motion to Dismiss: Lack of Subject Matter Jurisdiction

L243 Motion for Summary Judgment: Kongros

L244 Motion for Summary Judgment: Causation

L245 Motion for Summary Judgment: Employment

L246 Motion for Summary Judgment: Recreational Use Immunity

L310 Written Discovery

- Drafting discovery requests
- Drafting written responses, including objections, to discovery requests
- Meeting and conferring with opposing parties
- Drafting Electronically Stored Information (ESI) protocols, clawback agreements, and protective orders
- Drafting mandatory written disclosures under FRCP 26

L330 Depositions

- Determining deponents, timing and sequences of depositions
- Preparing deposition notices and subpoenas
- Communicating with opposing parties regarding depositions
- Planning for and preparing to take depositions
- Preparing witnesses for deposition
- Drafting deposition summaries

L350 Discovery Motions

- Developing, drafting, responding to, and arguing all discovery motions, including motions for protective orders and motions to quash

L400 Trial Preparation and Trial

- Fact Witnesses
- Written Motions and Submissions
- Other Trial Preparation and Support
- Trial and Hearing Attendance
- Post-Trial Motions and Submissions
- Enforcement

L500 Appeal

- Appellate Motions and Submissions
- Appellate Briefs
- Oral Argument

L600 Identification

- Identifying potentially relevant information, where it is stored, and key players
- Interviewing custodians and analyzing responses

L610 Preservation

- Developing and executing a preservation strategy and plan
- Drafting and responding to preservation related communications, including legal holds and preservation demand letters

- Overseeing quality assurance and control of preservation activities

L620 Collection

- Developing collection strategy and plan
- Collecting potentially relevant information, including paper files, tangible items and electronically stored information
- Overseeing quality assurance and control of collection activities

L630 Processing

- Developing a processing strategy and plan
- Staging, preparing, and processing electronically stored information, or working with a vendor on the same activities
- Analyzing and developing culling criteria, including date filters and key words
- Performing early case assessments
- Training a predictive coding system
- Overseeing quality assurance and control of processing activities

L650 Review

- Developing a review strategy and plan
- Preparing a review platform
- Drafting review protocols
- Training reviewers
- Overseeing quality assurance and control of review activities

L653 First Pass Document Review

- Performing first pass document review such as determining relevancy, issue coding, tagging, and initial privileged determinations

L654 Second Pass Document Review

- Performing second pass quality control of data and documents coded for relevancy, issue codes, tagging, and initial privileged determinations during first pass review

L655 Privilege Review

- Performing final privilege review
- Preparing privilege logs

L656 Redaction

- Developing and implementing a redaction protocol
- Performing redactions

L670 Production

- Preparing document productions
- Overseeing quality assurance and control of production activities

L671 Conversion of ESI to Production

- Oversight of activities related to the TIFFing, bates stamping, endorsing, preparation of load files and deliverables to be provided as part of the production

L680 Presentation

- Preparing and displaying electronically stored information before audiences (at depositions, hearings, trials, etc.)

L800 Experts/Consultants

- Experts/Consultants
- Expert Discovery
- Expert Preparation for Trial

L900 Settlement Process

- Attendance at Mediations or other ADR conferences
- Preparations for these conferences
- Oral and written communications related to these conferences

Expense Codes:

E102 Outside printing

E107 Delivery services/messengers

E109 Local travel

E110 Out-of-town travel

E111 Meals

E112 Court fees

E113 Subpoena fees

E114 Witness fees

E115 Deposition transcripts

E116 Trial transcripts

E117 Trial exhibits

E118 Litigation support vendors

E119 Experts

E121 Arbitrators/mediators

E125 WMBE Sub-Contractor

E126 WMBE Administration Costs